

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

94727697

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, that John M. Krok Jr.
and Rosemary H. Krok, his wife
(hereinafter called the Grantor), of 16001 S. 118th
Ave., Orland Park, IL 60462

DEPT-01 RECORDING \$23.00
TW8888 TRAM 0253 08/16/94 15:04:00
#2023 # JB *-94-727697
COOK COUNTY RECORDER

for and in consideration of the sum of Five thousand five hundred
eight dollars and no cents Dollars
in hand paid, CONVEYS AND WARRANTS to John J. Chiaro
Tursteer C/O All State Credit Corporation
of 8501 West Higgins, Suite 715 Chicago, IL 60631

Above Space For Recorder's Use Only

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook

and State of Illinois, to-wit:

That part of the East 1/4 of the North West 1/4 (except the North 1/2 of the North East 1/4 of the North West 1/4) of Section 19, Township 36 North, Range 12 East of the Third Principal Meridian bounded and described as follows: Beginning at a point in the West line of said East 1/2 of Section 19 that is 1470.60 Feet North of the South 1/2 of said East 1/2 of the North West 1/4 of Section 19; 1071.93 feet to a point; thence South Westerly along a straight line 248.21 feet more or less to a point that is 1230.60 feet North of the South line and 1009.0 feet East of the Westline of said East 1/2 of North West 1/4 of Section 19; thence North along the East line of said East 1/2 of North West 1/4 of Section 19 to the West line of said East 1/2 of North West 1/4 of Section 19.

Address(es) of premises: 16001 S. 118th Avenue, Orland Park, IL 60462 (see reverse side)

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted to John J. Chiaro principal promissory note bearing even date herewith, payable to the order of All State Credit Corporation, Promissory Note #17904 dated August 8, 1994 signed by John M. Krok Jr. and Rosemary H. Krok, his wife, payable according to the terms and tenor of a certain promissory note bearing even date heron, Thirty-six (36) monthly payments at One hundred fifty three Dollars and no cents (\$153.00). First installment due September 8, 1994 and on every 8th of every month until paid in full.

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COOK COUNTY SECOND MORTGAGE

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings new or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at _____ per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at _____ per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary and license, stenographer's charges, cost of procuring or conducting abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of a part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor reversed hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: John M. Krok Jr. and Rosemary H. Krok, his wife

IN THE EVENT of the death or resignation from said COOK County of the grantee, or of his resignation, refusal or failure to act, then John J. Chiaro, trustee of: All State Credit Corporation of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to _____

Witness the hand and seal of the Grantor this 8th day of August, 1994

Please print or type name(s) below signature(s)

John M. Krok Jr. (SEAL)
Rosemary H. Krok (SEAL)
John M. Krok
Rosemary H. Krok

This instrument was prepared by Deanne Hyland 8501 West Higgins, Suite 715 Chicago, Illinois 60631
(NAME AND ADDRESS)

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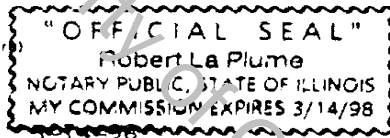
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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Robert La Plume, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Krok and Rosemary Krok, his wife 16001 So. 118th Ave. Orland Park, Ill. 60462, personally known to me to be the same person s whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 8th day of August, 19 94.

(Impress Site Here)



Robert La Plume
Notary Public

Commission Expires 3/14/98

cont'd from reverse side
thence Westerly parallel to the South line said East 1/4 of North West 1/4 Section 1009.0 feet to the West line said East 1/4 of the North West 1/4 Section 19; thence Northerly along the said Westerly line of the East 1/4 of the North West 1/4 of Section 19; 240.0 feet to the place of beginning in Cook County, Illinois.

69727697
Cook County Clerk's Office

BOX No

SECOND MORTGAGE Trust Deed

John M. Krok, Jr. and Rosemary H. Krok,
his wife

16001 S. 118th Avenue
Orland Park, IL 60462

TO

John J. Chiaro, Trustee
C/O: All State Credit Corporation
8501 West Higgins, Suite 715
Chicago, Illinois 60631

ADDRESS OF PROPERTY:
16001 S. 118th Avenue
Orland Park, IL 60462



MAIL TO:

ALL STATE CREDIT CORP.
8501 W HIGGINS RD
SUITE #715
CHICAGO, ILL. 60631

GEORGE E. COLE
LEGAL FORMS